

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

IN THE MATTER OF)	
RATES FOR INTERSTATE INMATE CALLING)	WC DOCKET NO. 12-375
SERVICES)	

COMMENTS OF MICHAEL S. HAMDEN REGARDING ICS ANCILLARY FEES

Exhibit 2

Rio Arriba County Detention Center, NM ICS Contract with
Securus Technologies, Inc.



14651 Dallas Parkway, 6th Floor
Dallas, Texas 75254
www.securustech.net

January 3, 2012

Larry DeYapp
Rio Arriba County Detention Facility
P.O. Box 336
Tierra Amarilla, NM 87575

Dear Mr. DeYapp:

Enclosed, please find an executed copy of the First Amendment between Rio Arriba County Detention Facility and SECURUS Technologies.

We would like to thank you at this time for continuing to choose SECURUS as your inmate phone provider.

Should you need further assistance, please contact your SECURUS Representative.

A handwritten signature in blue ink that reads 'Valerie Strzelecki'. The signature is written in a cursive, flowing style.

Valerie Strzelecki
SECURUS Technologies
Contract Administrator
Accounting Department

**FIRST AMENDMENT TO
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement with an Effective Date of October 4, 2011 ("Agreement") by and between the Rio Arriba County Detention Facility ("Customer") and Securus Technologies, Inc. ("Provider").

WHEREAS, Customer desires and Provider agrees to extend the Term of the Agreement and to amend the Compensation provisions on page 6 of the Schedule as set forth below;

NOW, THEREFORE, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. TERM. Paragraph 4 on page 1 of the Agreement shall be deleted in its entirety and replaced with the following:

4. Term. The Initial Term of this Agreement shall begin on October 4, 2011 and shall end on a date that is 60 months thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for three (3) successive periods of sixty (60) months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

2. SCHEDULE. The Compensation section on page 6 of the Agreement shall be deleted in its entirety and replaced with the following:

COMPENSATION:

Provided interstate calling rates remain at or above their current rates (as set forth on page 9 of the Schedule), we will pay you a space rental fee of \$3,540 per month for the privilege of installing, maintaining, and deriving revenue from the provision of inmate telecommunication services at the facility identified below.

Facility Name and Address	Type of Call Management Service	Payment Address
Rio Arriba County Detention Facility 2 Main Street Tierra Amarilla, NM 87575	SCP	P.O. Box 336 Tierra Amarilla, NM 87575

Technology Grant. On or before January 1, 2012, we will provide you with a fund in the amount of \$4,330 from which you may draw to pay for equipment purchased by you from a third-party vendor of your choosing. The fund will be furnished and may be used for purchases made during the Initial Term. Any amounts remaining in the fund at the expiration of the Initial Term or earlier termination of this Agreement are forfeited and shall no longer be available.

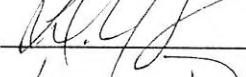
All terms and conditions of the Agreement not amended by this First Amendment remain in full force and effect.

RECEIVED
12-8-11 VS


All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the First Amendment Effective Date by their duly authorized representatives.

**RIO ARRIBA COUNTY
DETENTION FACILITY**

By: 
Name: Larry De'App
Title: Administrator
Date: 12/1/11

SECURUS TECHNOLOGIES, INC.

By: 
Name: Robert Pickens
Title: Chief Operating Officer
Date: 1-3-12

Please return signed amendment to:

**14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254**

Attention: Contracts Administrator

Phone: (972) 277-0300

RIO ARRIBA COUNTY DETENTION FACILITY (NM)

A002252

Option A

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and RIO ARRIBA COUNTY DETENTION FACILITY ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM**DESCRIPTION:**

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

Provided intrastate calling rates remain at or above their current rates (as set forth below), we will pay you a monthly space rental fee of \$1,770.00 per month for the privilege of installing, maintaining, and deriving revenue from the provision of inmate telecommunication services at the facility identified below.

Facility Name and Address	Type of Call Management Service	Space Rental Fee Payment Address
RIO ARRIBA COUNTY DETENTION FACILITY 2 MAIN ST TIERRA A MARILLA, NM 87575	SCP	P.O. BOX 336 TIERRA AMARILLA, NM 87575

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM**DESCRIPTION:**

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for

distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	Internet access

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. A Field Service Technician will visit monthly to provide regular maintenance of equipment. All maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATIONS(S)*.

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. Priority Classifications. Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

Priority 1	30% or more of the functionality of the System is adversely affected by the System Event.
Priority 2	5% - 29% of the functionality of the System is adversely affected by the System Event.
Priority 3	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. Response Times. After receipt notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. Response Process. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

JAIL MANAGEMENT SYSTEM

Provider will, on behalf of the Customer's vendor **Archonix Systems, LLC**, coterminous with this Agreement and subject to the terms and conditions in the agreement between Customer and **Archonix Systems, LLC**, provide a jail management system for the facility.

Archonix Systems, LLC License Fees	
Annual Maintenance and License Fee	\$20,445*
Initial Set-up	\$24,650

*Provided that intrastate calling rates remain at or above their current rates, Provider will pay these fees to Archonix Systems, LLC on Customer's behalf for the Term and for any renewal Terms of this Agreement. In the event that intrastate calling rates fall below their current rates, Customer will be responsible for half of the Annual Maintenance and License Fee (*i.e.*, \$10, 222.50 per year) payable to Archonix Systems, LLC. Moreover, if the Agreement is terminated for any reason before the end of the Initial Term or last Renewal Term, Customer will refund to Provider the prorated amount of the License Value. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you.

VOICE BIOMETRICS™

Voice Biometrics™ provides validation of inmate personal identification numbers (PINs) through voice verification technology for purposes of improved security and reduced potential of fraud and consumer harassment by inmates. Where installation of Voice Biometrics™ is requested by the Customer, a per call service charge of \$0.25 applies to intrastate calls and a per call service charge of \$0.40 applies to all interstate and international calls. The per call service charges are non-commissionable pass-through fees, and are **in addition to the call rates** and all applicable message charges, operator assistance service charges, and other miscellaneous service charges.

INMATE DEBIT ACCOUNTS

DESCRIPTION:

An Inmate Debit Account is an inmate-owned phone account that allows inmates to use funds from their commissary/trust accounts to make phone calls. At the beginning of every call each inmate is asked to key in his/her Personal Identification Number ("PIN") to complete a call and pay for it using their Inmate Debit Account. Customer agrees to have the debit module of the SCP Call Management System enabled for the facility(ies) to offer Inmate Debit Accounts to inmates. Inmates may request to transfer funds from their trust accounts to their Inmate Debit Account to use to pay for calls and/or allow Friends and Family to fund these accounts directly. Customer agrees to use S-Gate to process inmate's funds transfer requests or utilize integration with the trust account system to process inmate's funds transfer requests.

Customer understands and agrees to allow Friends and Family members to fund these accounts through multiple points-of-sale, the inmate's account number will be available for Friends and Family on Provider's website

COMPENSATION:

We will pay you the Commission percentage specified in the chart below that we earn through the completion of debit calls placed from the Facilities.

TAXES:

Provider will invoice Customer on a monthly basis for debit call usage. Customer agrees to pay invoice within (30) days, including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes Customer invoices for debit call usage.

CALLING RATES

Collect:

Local	\$2.30/call
IntraLATA/InterLATA	\$2.25/\$0.25
Interstate	\$3.95/\$0.89

Prepaid Cards:

All domestic call types	\$0.50 per minute
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Exhibit A: Customer Statement of Work
RIO ARRIBA COUNTY DETENTION FACILITY (NM)
A002252
Option A

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and the RIO ARRIBA COUNTY DETENTION FACILITY ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components and storage for 5 years. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> RIO ARRIBA COUNTY DETENTION FACILITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____</p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

A. GENERAL REQUIREMENTS

It is the intent of these specifications to obtain proposals from qualified vendors to provide local and long distance telephone service, including a recording and monitoring system and equipment for the inmates at the following County facilities:

Name of Facility
Address
City, ST zip
Average Daily Population: XXXXX

Any item not specifically mentioned but necessary for the delivery and operation of the proposed system shall be included in this proposal. These specifications and requirements should be in sufficient detail to secure proposals on comparable services.

The requirements listed herein should be met by all offerer's proposals. In instances where the proposal differs from these requirements, offerer shall note the difference and describe in detail how their proposal will meet the County's needs without including this specific requirement. Failure to meet these requirements may be cause for rejection of the vendor's proposal at the County's discretion.

A1. Schedule

The estimated schedule for the RFP is as follows:

Delivery of RFP:	Month DD, YYYY
Mandatory pre-bid conference:	XX:XX AM; Month DD, YYYY
Location:	Facility Name Address City, ST XXXXX
RFP response deadline:	XX:XX PM; Date
Contract Award:	Date
Installation/Cut-Over	Date

A2. Definitions

For the purpose of this RFP, the terms "Vendor" and "Offerer" refer to the provider of equipment and services. The word "County" will refer to XXXXX County. The "System" will be referred to as the Inmate Telephone System.

A3. RFP Submission

Each Vendor must prepare a written response. Proposal shall be formatted consistent with the specific sections and numbered paragraphs and must respond to each on an individual basis. Failure to address any item shall be

interpreted as non-compliance. Vendors must respond to all paragraphs and submit the following:

Letter of transmittal
Vendor Qualifications and Experience
Summary of Compliance with Technical Requirements

One (1) original and six (6) copies of the RFP response must be returned no later than XX:XX p.m. on Date.

A letter of transmittal must be attached to the proposal. Included in the letter shall be a statement that identifies all materials and enclosures being forwarded in the proposal. The letter of transmittal must be signed by the person who is authorized to contractually commit the Vendor's organization.

Proposals not received by this time and date will be automatically disqualified from consideration and sent back to the Vendor unopened. Each proposal should have the proposal marked "Inmate Telephone System Request for Proposal, XXXXX County (Your state)" on the outside of the package and should be sealed. Original proposal must be clearly marked "ORIGINAL" and contain all original signatures.

A4. Vendor Inquiries

If additions, deletions, modifications or clarifications to the RFP become necessary, the changes will be noted by written addendum to the Vendors. Nothing presented orally during Vendor inquiries will modify or alter the specifications.

The Vendor shall identify a contact person who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to requests for clarification, if any, and must provide the following:

Name:
Organization:
Address: email address:
(Area Code) Telephone Number: Office & Cell

A5. Basis of Award

The County will review all responses to assure compliance with the specifications. Vendor may be excluded from further consideration for failure to comply with the specifications of the RFP.

An inmate telephone system is a vital service to the Detention Facility; the investigative tools, operation efficiencies and added security are important aspects expected to be derived from this service. The County prefers a

Vendor that develops their own software and builds its own systems, and a single point of contact. It is our preference to work with a company that is the source for engineering, deploying and maintaining its own solutions. This would include items such as collect and debit, staff support and in-house product development. Vendor's ability to provide this all inclusive solution will be viewed favorably.

The County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which is determined to be the best evaluated offer.

The contents of this solicitation and the Vendor's response, when submitted to and accepted by the County, shall become an integral part of any contract agreed upon between the Vendor and the County.

To ensure specified performance of the proposed system, the County reserves the right to require a Vendor(s) to demonstrate the system and any features specified in this RFP.

The proposal will be evaluated with regards to the following criteria factors:

- 30% - Demonstrated ability to meet the technical requirements, based upon the RFP responses and information provided by similar facilities in which the vendor has their system installed.
- 30% - Rate charged to the party who accepts the charges and the vendors ability to offer direct billing, collect call billing through a LEC, prepaid and debit based calling.
- 30% - Vendor experience, technology offering, account support team, maintenance and current customer references.
- 10% - Proposed project plan, scheduling, and implementation with minimal interruption of service.

A6. Contract Term

The contract will be for a period of xxx (x) years. At the expiration of this contract, XXXXX County will have the option of continuing the phone services with the offerer's company at the same commission and rates for a period of x (x) additional years in one-year increments. Each optional year will require XXXXX County's approval for renewal.

A7. Termination

The obligation to provide further service under the terms of the resulting agreement may be terminated by the County upon ninety- (90) days written notice in the event of material breach by the successful Offerer to perform in accordance with the terms hereof, or any contract resulting from this RFP. In the event that XXXXX County chooses to discontinue this contract either by termination or not extending the contract the offerer warrants that it will remove

all its equipment from the facilities without charge. Service and equipment will not be removed until another Vendor has been acquired. The removal of equipment and disconnecting of service process will occur during the implementation of the new system with minimal interruption of service to this facility. It will be necessary that the incumbent vendor cooperate with the new vendor during the implementation of the new system.

If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of the notice of default, then the non-defaulting party shall have the right to immediately terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity.

A8. Damage and Repair Liability

The County will have no liability to the Vendor for fraud, theft, vandalism/damage or loss of the Vendor's equipment inflicted by the inmates or the public. All costs associated with the repair will be the responsibility of the Vendor.

Vendor warrants that all repairs will be made at its expense. Offerers shall make all reasonable efforts to ensure that the phone system is operational and repaired as quickly as possible.

A9. Installation/Disconnection

The Vendor will be responsible for all costs of installation or disconnection throughout the term of the Contract.

The Vendor will be required to furnish and install equipment, dedicated lines and any other item necessary to make this service functional. The incumbent vendor will remove all equipment, dialers and/or dedicated phone lines from the County facilities without charge.

A10. Present XXXXX County Inmate Telephone System

XXXXXX is currently providing inmate telephone service to XXXXX County. The current number of inmate telephones is as follows:

XXXXXX Detention Center

XX Inmate Phones

X public use coin phones

A11. Mandatory Pre-Bid Conference

The purpose of the pre-proposal conference is to provide prospective vendors with a forum in which questions pertaining to this solicitation can be considered. Due to the need for all vendors to possess a complete understanding of the requirements of this solicitation, attendance at this pre-proposal conference is mandatory.

Mandatory pre-bid conference: XX:XX AM; Month DD, YYYY
Location: Facility Name
Address
City, ST XXXXX

A12. Miscellaneous Requirements

The County will not be liable for any of the cost incurred in preparation and presentation of the response.

Any materials submitted by the Vendor that is considered confidential in nature must be clearly marked as such. Due to applicable laws and regulations concerning public documents, the County makes no representation that such material will be kept confidential.

A13. Insurance

Bidder shall provide XXXXX County with Certificate of Insurance, both Workman's Compensation Insurance and General Liability Insurance coverage for work at the various county facilities with limits of not less than \$100,000 / \$300,000 / \$100,000 with excess umbrella liability of \$1,000,000. Successful vendor must submit copies of insurance certificates to the County before any work can be started.

A14. Financial Stability

Bidder shall provide XXXXXX County with financial statements, including statements of operations, balance sheets, and statements of cash flows for the last two fiscal years.

B. VENDOR QUALIFICATIONS & EXPERIENCE, TECHNICAL REQUIREMENTS

B1. Experience

Vendor shall be experienced in providing phone service to New Mexico counties with inmate phones. Vendor should provide an overview of their firm, including years and nature of experience in inmate telephones business.

The vendor must be serving New Mexico state/county facilities for five years or more. The Vendor shall provide information describing its client base and the proposed system's position in the state/counties of New Mexico

B2. References

Provide five customer references of accounts similar in size and scope to XXXXX County.

B3. Patent & Copyrights

The Vendor will hold harmless the County, its officer, and employees against all claims that machines or software supplied infringe a U.S. patent or copyright. The Vendor further asserts that to the vendor's knowledge the equipment and software proposed does not infringe on any U.S. patent or copyright.

B4. Please describe all Vendor Patents your company holds or has developed

Please supply patent information for proposed equipment or software, where applicable to the inmate telephone system.

B5. General Requirements

Officer Focused

1. The system shall be a centralized Web-Browser-based application, which is available securely from anywhere at any time .
2. System interface to control the phones shall be intuitive
3. Access should be controlled so officers only have access to functions they need

Inmate Focused

4. The proposed system shall allow outgoing calls only.
5. The proposed system shall limit inmate calls to 15 minutes; however XXXXX County must be able to change the call duration as needed throughout the entire facility, by inmate Account / PIN, or by telephones.
6. The inmate and called party shall be notified of limit in advance of the system terminating the call.
7. Vendor shall supply one TTY phone to the XXXXXX Detention Center.
8. The proposed system shall include voice prompts in English and Spanish.

Friends & Family Focused

1. The system must require active acceptance by the called party.
2. The vendor will need to have a program that will proactively attempt to set-up an account for called parties who are not able to accept collect calls, enabling families to quickly communicate with incarcerated individuals. Please describe how this works.

3. Vendor must notify called party when they have reached a \$20.00 balance of its site or personal credit limit. Describe how this works.

B6. Personal Identification Number (PIN)

1. The proposed system shall utilize Personal Identification Numbers (PIN) for the inmates. Describe your system's use of PINs, including Open PIN, Restricted PIN, and Closed PIN.
2. The proposed system shall prevent assigning duplicate PINs and not allow a PIN to be used by two inmates at the same time.
3. PIN digits must be at least x and not greater than x.

B7. Fraud Management

1. The proposed system shall be able detect, notify and prevent three-way or conference calls, except for those calls to attorney's or other approved numbers. We understand that there are industry patents in this area. Please provide a description of the process you have deployed on your platform and why you feel the technical approach provides the best 3-way detection solution.
2. The proposed system shall prevent the inmate from obtaining a second dial tone, or "chain-dialing."
3. The proposed system shall prevent the inmate or called party from dialing extra digits after the call is accepted. Please describe process.
4. The proposed system shall be able to remotely monitor Inmate calls and be able to transfer calls in progress to investigators.
5. The proposed system shall identify the name of the facility and the inmate placing the call to the called party.
6. The proposed system shall be able to play prompts randomly throughout the call.
7. The proposed system shall guard against "Hook-switch dialing," and other fraudulent activities. Please describe.
8. The inmate shall not communicate with the called party until the call has been accepted.
9. The system shall detect the difference between an accepted call, and an answering machine, busy signal, or other telephone activity. Please describe.
10. The proposed system shall allow call blocking of specific numbers for the entire agency and by each site.
11. The proposed system shall also provide ability to approve and disapprove specific phone numbers that each inmate can call.
12. The proposed system shall permit the called party to block all future calls from the facility.
13. The system must have the capability to suspend an inmate privileges from placing a call and set a beginning and end date without the need to manually re-enable privileges.
14. The proposed system shall allow the inmate to record their name one time and store this recorded name for all future calls.

-
15. The proposed system should offer inmate voice biometric technology and associated reporting, that validates the inmates identity based on the inmate PIN, prior to connecting the call.

B8. Other investigative Tools

1. The system will need to be equipped with a remote conferencing feature and e-mail feature for those numbers that are under surveillance by the investigative unit. The feature will need to allow authorized personnel to monitor a call and receive e-mail notification from any designated remote location, while the call is in progress. The call will need to be automatically conferenced to a predetermined investigators telephone number in listen mode only once the call is accepted by the called party and in progress.
2. The proposed system must allow for all calls remotely conferenced to investigators to be accepted by the investigator with a unique PIN
3. Please provide any other additional investigative tools, features or creative solutions that might be available to XXXXX County.
4. The system must have the capability to bridge a call to an authorized remote number for those phones, phone numbers, and / or PINs, that are under surveillance by the investigative unit or other authorized personnel. The feature should allow authorized personnel to monitor a call, from any designated remote location, while the call is in progress. The system must have the options to allow the remote authorized personnel to receive the call to monitor at the same time the call is dialed out so the authorized personnel can hear the called party acceptance options. The administrators must be able to continue to monitor other calls, through the on-site workstation, while utilizing the remote live call-forwarding feature. The system must be configurable to alert up to three County personnel and prompted for a personal identification number when he/she receives a call from before the call is connected to the investigator. The authorized personnel receiving the remotely connected call must be able to disconnect the call from the phone device in which they received the remote monitored call. The authorized personnel receiving the remotely connected call must be able to break into the inmate conversation if desired and talk to both parties from the phone device in which they received the remote monitored call and the ability to go back on Mute. The system must allow authorized staff to enter in an e-mail address in which to receive a system generated e-mail indicating the automated call monitoring to the remote location which shall include, at minimum the inmate phone being used to place the call, the phone number being called, and the inmate placing the call.
5. System must provide the ability for investigators to attach case-notes to a call and view it from a report such as a call detail report. The system shall allow investigators to share notes about a call or keep them private if they choose and use text entries, such as a case number or a specific gang affiliation in the case-notes as the search criteria to retrieve specific case-notes with the associated call detail record. This feature must provide the ability to do a full text search against the notes attached to the call.

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6. System must protect the recording from being purged when the client storage policy expires by allowing the investigators or other authorized staff to extend the expiration date of the associated call or download.
 7. The call detail record must have the capability to download a call directly from the call detail report. The system must also allow authorized staff to copy multiple calls to a folder for download at a later time.
 8. The system must support unlimited recording folders per user. The recording folders must allow recordings to be downloaded in the recording's native format as well as .WAV and .MP3 formats. The recording folders must allow recordings to be downloaded as a ZIP file.

B9. Call Acceptance

1. The proposed system shall provide an option for the called party to request rate of the call prior to acceptance.
2. The called party must actively accept the call.
3. The inmate cannot communicate nor hear the called party until the call has been accepted.
4. Billing does not begin until the call is accepted.

B10. System Security

1. The proposed system must be programmed for auto shut-off at times designated by the County.
2. The County personnel must be able to manually shut down the system in case of emergency.
3. The proposed system shall be password protected to permit only appropriate facility personnel access to the system.
4. The system must have the capability to enable and disable any phone at the facility from any secured internet enable computer.
5. For security purposes the system must be a centralized non-premise system that will keep all records secure and not require the need to maintain at the facility. Describe your system and how your system will meet this requirement.

B11. Reports

1. The vendor shall supply the capability for the facility to view and track call activity, commission information, and facility service requests from any location at any time via a web accessible site.
2. The vendor shall supply call detail reports to the County which is fully integrated into the platform. These reports shall contain a variety of call information and be customizable to suit the County's needs.
3. Standard reports should include: Frequently Dialed Numbers, 3-Way Call Attempts, and Call Volume by Telephone.
4. Vendor shall attach samples of their call detail and other standard reports.
5. Vendor shall provide a secure access to all calling activity within the facility via the internet/web. The hosted site will need to provide an interface that will allow a facility to view call detail reports, check and track a facility commission data. This system should also allow facilities to open and/or view the status of service tickets.

B12. Service & Maintenance

1. Vendor shall provide 24-hour, toll-free service number.
2. Vendor shall respond to all major service outages within two hours. Major outage is defined as 30% or more of the functionality of the system.
3. Vendor shall provide service policies and procedures as an attachment to this proposal.
4. Describe the maintenance and quality assurance programs for telephones to be installed.
5. Detail equipment installation charges, if any.
6. Describe the maintenance and quality assurance programs for telephones to be installed.
7. Detail the method of determining service interruptions and service call priorities. List response time for each priority and the level of expertise devoted to each priority.
8. Provide a contact person who will be responsible for ongoing account management and support.
9. System shall have the capability for remote diagnostic to minimize facility visits by vendor. Describe your system diagnostic process and tools.

B13. Installation and Cut-Over

1. The contractor will provide inmate phone sets, the remote administration station and the automated inmate call control system. This installation is to be completed within sixty (60) days after contract award and full execution.
2. Bidder shall submit a complete and detailed schedule of the time-frame required for installation, utility coordination, training, cut over and testing. The system must be installed in a manner and under a time-frame designed to minimize disruption of the normal functioning of the facilities.
3. If the schedule cannot be met within the 60 days stated above, contractor must propose an installation schedule of events. Failure to state installation time in the bid will obligate the contractor to complete installation so as required in the bid. Extended installation time may be considered when in the best interest of the County.
4. Any delay in the implementation of the contractors' schedule that is caused by the County will increase the contractor's time allowance to complete installation but the contractor must submit a complete and detailed schedule of additional time required.
5. The risk of loss and or damage will be assumed by the contractor during shipment, unloading and installation.

B14. Call Monitoring & Recording

1. The proposed system shall maintain all call recordings centrally on SAN storage technology and not use tape drives for storage of call recordings
2. All call recordings for 90 days shall be stored online and available through the online user interface.
3. Facility personnel must be able to search call recordings by dialed number, date, time, inmate account, or site name.
4. Facility personnel must be able to simultaneously live monitor conversations while the system is recording the conversations.

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5. Facility personnel must be able to either monitor, disconnect or barge into a live call.
 6. System must have the ability to have a selectable scan of all live calls in progress by selecting active calls only - The scanning feature of during live monitoring must have the ability enter a time frequency in which the system will play active calls for 30 seconds (configurable) each and rotate through active calls for the set amount of time for each call.
 7. The system must provide call history through live monitoring to allow personnel to see recent activity for phone numbers and phones without navigating away from live monitoring.

B15. Training

1. Vendor shall provide initial installation training to the XXXXX County staff in system administration, operation, and reporting. Upgrade and refresher training is also required for the length of the contract at no cost to the County.
2. Describe training program; include description of course and any applicable documents.

B16. Payment Options

1. The proposed system shall allow automated operator collect calling.
2. All prepaid calls will be subject to the same restrictions and features as standard inmate collect calls.
3. The called party shall be provided an option to request cost of the call prior to accepting the charges.
4. The proposed vendor shall have a system in place that will allow inmate families and friends to set-up alternate billing methods directly with the vendor. Two of the methods the County would like to see offered are:
 - a. The vendor should have a system in place that will allow inmate families and friends to set-up an account directly with the vendor.
 - b. The vendor should have an advance payment system. This system should allow customers to prepay for calls from the facility.
5. The proposed vendor shall provide the ability for inmate families and friends to accept and pay for a single call with a credit or debit card without the need to establish an account or transfer to customer service.
6. The proposed vendor must allow calls to cell phones and have an ability to establish accounts for such customers.
7. The proposed vendor must have the ability to provide promotional calls to cell phones and text messaging information on how to establish an account.

B17. Equipment

1. The proposed inmate telephone system shall be a turnkey telephone system and service.
2. The vendor shall provide non-coin, inmate telephones composed of durable equipment suitable for jail environments.
3. The proposed system must be able to utilize the current PCs that are available at the County without the need for additional PCs.
4. The proposed system shall have the ability, as authorized by the Jail Administrator's Office, to monitor live or listen to previously recorded calls at

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- the Detention Facility/District Attorney's Office/Sheriff's Office/etc. without the need to interface directly with that office's network.
5. The proposed system user interface shall be based on security level and password protected.
 6. All vendor equipment shall comply with FCC regulations.
 7. The proposed equipment and system shall be scalable to meet the County's growing needs.
 8. Vendor equipment shall include backup power in the event of temporary loss of commercial power.
 9. Disclose, with percentages clearly shown, what work is or will be subcontracted, and what work is or will be performed by the Vendor's employees.
 10. Indicate your firm's ability to provide authorized users detailed reporting tools to include but not limited to the following information:
 - Phone Location Originating call
 - Time of call
 - Telephone number called
 - Most frequently called numbers
 - Length of call
 - Identify numbers called from a specific telephone
 - Identify telephone numbers called by a specific inmate
 - Alarm number status
 - Alarm a telephone number and allow automatic recording of the call
 - Multiple calls from different inmate phones to the same number
 11. Indicate your systems ability to remotely access and allow authorized user access to system User Utilities from any Windows XP based PC that has access to the internet.

C. SECTION C : FEES, RATES & FACILITY COMMISSIONS

C1. Fees, Rates & Billing

1. The system will have the capability to inform the called party of the call cost prior to acceptance.
2. The rates charged to users shall not exceed the tariffs as mandated by the Public Utilities Commission for all services. Please provide a copy of the rates that will be charged.
3. The vendor shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
4. The vendor shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to its provisions of this contract.
5. Vendor billing to called parties must include the vendor information and a toll-free telephone number to resolve billing disputes.
6. Billing charges shall begin at the time of the call completion when the calling party is connected to the called party and shall be terminated when either party hangs up. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.

C2. Reporting Capabilities, Collection Procedures and Proposed Rates

Please provide information on the collection procedures. Include the following within your response:

1. Describe collection procedures.
 - a. What types of reports are available to XXXX County? Provide samples of reports.
 - b. XXXXX County requires detailed reports of placed, accepted, local and long distance calls.
2. Describe the procedure for handling uncollectible revenue. State whether this expense reduces County commission and, if so, specify in what manner.
3. Describe the procedure for billing.
 - a. Describe your billing process and who handles billing.
 - b. Will there be any handling fees charged to the County?
 - c. Are there any deductions from revenues?
4. Provide vendor proposed calling rates for local, intraLATA, interLATA, and interstate calls.